

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
BECKY JACOBSON

Becky Jacobson ("Jacobson") and the Missouri Real Estate Commission ("MREC") enter into this Settlement Agreement for the purpose of resolving the question of whether Jacobson's license as a real estate salesperson, no. 2006014239, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo Supp. 2011. The MREC and Jacobson jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2011.

Jacobson acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against her; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Jacobson may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to her by law, Jacobson knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her.

Jacobson acknowledges that she has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Jacobson stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Jacobson's license as a real estate salesperson, license no. 2006014239, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 339, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Jacobson in Part II herein is based only on the agreement set out in Part I herein. Jacobson understands that the MREC may take further disciplinary action against her

based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the MREC and Jacobson herein jointly stipulate to the following:

1. Becky Jacobson is licensed by the MREC as a real estate salesperson, license no. 2006014239. At all relevant times herein, Jacobson's license was current and active.
2. At all time relevant herein, Jacobson worked as a property manager for Executive Investments, LLC ("Executive Investments").
3. Jacobson worked for Delisa D. Delay ("Delay"), a designated broker of Executive Investments.
4. From April 28 to May 2, 2008, an MREC auditor conducted an audit and examination of Executive's business records and escrow accounts ("First Audit") for the period of April 2007 through April 2008 ("First Audit Period").
5. On or about April 4-8, 2010 and May 4-5, 2010, an MREC auditor conducted an audit and examination of Executive Investments' business records and escrow accounts ("Second Audit") for the period of April 2009 through April 2010 ("Second Audit Period").

Cause Exists Under § 339.100.2(15), RSMo.

6. Section 339.100.2(16), RSMo, Supp. 2011, provides:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621, RSMo, against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

....

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860*, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860*;

7. Section 339.780.1, RSMo. Supp. 2011, states in pertinent part:

1. All written agreements for brokerage services on behalf of a seller, landlord, buyer, or tenant shall be entered into by the designated broker on behalf of that broker and affiliated licensees, except that the designated broker may authorize affiliated licensees in writing to enter into the written agreements on behalf of the designated broker.

8. The First Audit revealed that on at least five (5) instances, Jacobson, who is not the designated broker and who without authorization in writing from the designated broker to enter into written agreements on behalf of Executive Investments, acted as an agent of a tenant and entered into written agreements, in violation of § 339.780.1, RSMo Supp. 2011, including but not limited to the following:

- a) On or about February 23, 2008, Jacobson and several tenants signed an agreement titled "Lease" for the property "247 Fritts Way";

- b) On or about April 8, 2007, Jacobson and several tenants signed an agreement titled "Lease" for the property "Studio Apt. at 309 Erie Street";
- c) On or about October 4, 2007, Jacobson and a tenant signed an agreement titled "Lease" for the property "126 Vixen Circle, Unit G";
- d) On or about April 15, 2007, Jacobson and a tenant signed an agreement titled "Lease" for the property "Fall Creek 32-16"; and
- e) On or about June 21, 2007, Jacobson and several tenants signed an agreement titled "Lease" for the property "7 Par Lane, Bldg. 34 Unit 2."

9. The Second Audit revealed that on thirteen (13) instances, Jacobson paid property expenses, but the expenses were not reported on owner statements, resulting in inaccurate owner's statements, including but not limited to the following instances set forth below:

- 1. On 9-4-09, check #5646 for \$100.00 was issued to Sparky's Plumbing;
- 2. On 2-11-09, check #5794 for \$130.00 was issued to Cindy Hicks;
- 3. On 1-22-10, check #5777 for \$60.00 was issued to Sparky's Plumbing;
- 4. On 12-17-09, check #5708 for \$212.00 was issued to eXtreme Heating & Cooling;
- 5. On 1-15-10, check #5776 for \$130.00 was issued to Cindy Hicks;

6. On 3-08-10, check #5780 for \$585.55 was issued to Karges Construction;
7. On 3-5-10, check #5797 for \$90.00 was issued to Cindy Hicks;
8. On 2-12-10, check #5793 for \$22.50 was issued to Mike Karges;
9. On 9-9-10, check #5644 for \$73.17 was issued to the City of Branson;
10. On 1-8-10, check #5758 for \$73.59 was issued to Sparky's Plumbing;
11. On 3-26-10, check #5798 for \$85.00 was issued to Textile Technicians;
12. On 12-2-09, check #5733 for \$150.00 was issued to Textile Technicians
13. On 12-1-09, check #5705 was issued for \$125.00 to Textile Technicians.

10. The Second Audit revealed that, on numerous instances, Jacobson failed to follow the terms of management agreements in violation of §339.730.1(1), RSMo Supp. 2011 and failed to keep adequate accounting records of owners and/or tenant funds in violation of §339.105.3, RSMo Supp. 2011. Thus, cause exists to discipline the real estate license of Jacobson pursuant to § 339.100.2(15), RSMo.

11. Based on Jacobson's violation of § 339.780.1, RSMo Supp. 2011, by which Jacobson violated and/or assisted and/or enabled a person to violate § 339.780.1, RSMo Supp. 2011, cause exists to discipline Jacobson's real estate license pursuant to § 339.100.2(15), RSMo.

Cause Exists Under § 339.100.2(16), RSMo.

12. Section 339.100.2(16), RSMo, Supp. 2011, provides:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the

provisions of chapter 621, RSMo, against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

....

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

13. Section 339.040, RSMo, provides, in pertinent part:

1. Licenses shall be granted only to persons who present, and corporations, associations, or partnerships whose officers, associates, or partners present, satisfactory proof to the commission that they:

- (1) Are persons of good moral character; and
- (2) Bear a good reputation for honesty, integrity, and fair dealing; and
- (3) Are competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public.

14. The conduct of Jacobson as alleged above demonstrates that Jacobson (1) lacks good moral character; (2) does not bear a good reputation for honesty, integrity, and fair dealing; and/or (3) is not competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public, which are grounds for the MREC to refuse to issue a license under § 339.040.1, RSMo, which provides cause to discipline the real estate license of Jacobson pursuant to § 339.100.2(16), RSMo.

II.
Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Supp. 2011.

15. **Jacobson's license is revoked and all indicia of licensure shall be surrendered immediately.** Jacobson's license as a real estate salesperson is hereby REVOKED and ALL INDICIA OF LICENSURE SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

16. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Jacobson of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

17. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered.

18. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

19. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or

terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

20. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 339, 610, and 324, RSMo, as amended.

21. Jacobson, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

22. This Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEE

Becky Jacobson 4/27/12
Becky Jacobson Date

MISSOURI REAL ESTATE
COMMISSION

Janet Carder
Janet Carder, Executive Director
Date: 6/22/12

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